

DATED 26th September 2024

THE COUNCIL OF THE CITY OF MANCHESTER

- and -

PEEL L&P DEVELOPMENTS LIMITED

- and -

LLOYDS BANK PLC

AGREEMENT

**pursuant to section 106 of the Town and
Country Planning Act 1990 (as amended)
relating to Land At Cornbrook Road
Manchester**

City Solicitor
P O Box 532
Town Hall
Albert Square
Manchester M60 2LA

L/AAD/PLA001/84079

THIS AGREEMENT is made the 26th day of September 2024

BETWEEN:

- (1) **THE COUNCIL OF THE CITY OF MANCHESTER** of Town Hall, Albert Square, Manchester, M60 2LA (the “**Council**”),
- (2) **PEEL L&P DEVELOPMENTS LIMITED** (incorporated in England and Wales with company number 01798783) whose registered office is at Venus Building, 1 Old Park Lane, Traffordcity, Manchester M41 7HA (the “**Owner**”),
- (3) **LLOYDS BANK PLC** of 25 Gresham Street, London EC2V 7HN (the “**Mortgagee**”)

BACKGROUND

- A The Council is the local planning authority for the purposes of the Act in relation to the Site and is the authority by whom the obligations hereby created are enforceable The Development will be carried out on the Site The Site is situated within the Administrative Boundaries of Manchester and this planning obligation is enforceable by the Council
- B The Owner is the freehold owner of the Site registered at the Land Registry with title absolute under title numbers GM557734 LA71692 and MAN369798 together with but subject to all matters contained or referred to in the title registers thereunder
- C The Mortgagee is interested in the Site by virtue of the Legal Charge
- C The Application was submitted to the Council for planning permission to carry out the Development in the manner set out in the plans, specifications and particulars forming part of the Application
- D The Council as local planning authority is satisfied that the Development is such as may be approved by the Council under the Act and is minded to grant planning permission for the Development in accordance with the Application but having considered the Local Plan and the Regulations is desirous of the Owner entering into this Agreement without which planning permission would not be granted
- E The Owner has agreed to enter into this Agreement in support of the Application so as to create planning obligations in favour of the Council pursuant to section 106 of the Act and to be bound by and observe and perform the covenants hereinafter contained
- F The Council has determined that the Development in order to comply with the Core Strategy should provide a payment of £5,438,081 (five million four hundred and thirty eight thousand and eighty one pounds) Index Linked being the Maximum Contribution towards the provision of Affordable Housing within the Administrative Boundaries of Manchester However, the Owner has stated that there are viability issues affecting the development of the Site and has submitted to the Council documentation in support of this contention The Council has accepted that at the date of this Agreement payment of any financial contribution would render the Development unviable The Owner has agreed to enter into the planning obligations contained herein requiring them to submit

the Viability Appraisal and pay any Viability Payment found to be due in accordance with the provisions contained in this Agreement

- G The Council has also determined that the condition of the Vacant Land is detrimental of the amenity of land in the locality of the Site, and the Owner has agreed to carry out the Improvement Works to the Vacant Land for the benefit of the occupiers of the Development
- H The planning purpose of this Agreement is to improve the amenity of land in the locality of the Site with benefit for the occupiers of the Development and to mitigate the adverse impacts of the Development in accordance with the development plan for the area and other material considerations. The Council is satisfied that the obligations in this Agreement are,
- (a) necessary to make the Development acceptable in planning terms (including where appropriate, obligations necessary to mitigate the adverse impacts of the Development in accordance with the development plan for the area and other material considerations),
 - (b) directly related to the Development, and
 - (c) fairly and reasonably related in scale and kind to the Development

AGREED TERMS

DEFINITIONS AND INTERPRETATION

1.1 The definitions and rules of interpretation set out in this Clause apply to this Agreement “**Act**” the Town and Country Planning Act 1990 (as amended),

“**Administrative Boundaries of Manchester**” all the wards that together comprise the city of Manchester,

“**Affordable Housing**” shall have the same meaning given to it in policy H8 of the Core Strategy and in the NPPF Annex 2 Glossary as may be amended or any replacement of the same,

“**Agreement**” shall mean this agreement,

“**Apart-Hotel Studio**” a unit of self-contained hotel accommodation (C1 Use Class) that provides for short-term occupancy and “**Apart-Hotel Studios**” shall be construed accordingly,

“**Application**” the application for the erection of a 24-storey mixed use building incorporating 224 residential apartments (Use Class C3a), 87 apart-hotel studios (Use Class C1), amenity space, flexible commercial space (Use Class E), and cafe (Use Class E(b)), together with infrastructure, landscaping, and other associated works at Land At Cornbrook Road to which the Council gave the reference 139133/FO/2024

“**Benchmark Land Value**” means £660,000 (six hundred and sixty thousand pounds) Index Linked,

“**Calculation Date**” means on Completion of Construction of 75% (seventy five percent) of the Units,

“**Chartered Surveyor**” a professional expert who is a chartered member of the Royal Institution of Chartered Surveyors with a minimum of ten (10) years post-qualification experience,

“Commencement of Development” the date upon which the Development shall begin by the carrying out of a Material Operation in accordance with the provisions of section 56(4) of the Act PROVIDED THAT any works of or associated with site clearance, remediation works, environmental or archaeological investigations, site and soil surveys, erections of contractors work compound, erection of site office, erection of fencing to site boundaries, marking of site boundaries and laying out of access roads and services shall for the purposes of the agreement be deemed not to be Material Operations and **“Commence”**, **“Commencement”** and **“Commenced”** shall be construed accordingly

“Commercial Unit” means any commercial (Use Class E) unit to be constructed on the Site as part of the Development pursuant to the Planning Permission and **“Commercial Units”** shall be construed accordingly,

“Completion of Construction” the date upon which a valid certificate of completion shall have been issued in respect of the relevant number of Units for the purposes of the Building Act 1984 and the Building Regulations 2010 or any amendment or replacement of the same and **“Completed”** and **“Completion”** shall be construed accordingly,

“Core Strategy” means the Manchester Core Strategy (adopted 11th July 2012) which is the key document in the Council's Local Development Framework and details the Council's vision for the development of Manchester during the period 2012 to 2027

“Costs” means the costs to be taken into account for the purpose of the Viability Appraisal as defined in paragraph 012 (reference 10-012-20180724) of the section of the NPPG headed “Viability” as the same may be amended or any replacement thereof In addition, the Council will accept in the calculation of Costs

1 the actual costs Reasonably and Properly Incurred in relation to the Development prior to and up until the time of submission of the Viability Appraisal, and

2 the estimated costs that remain to be Reasonably and Properly Incurred in completing the Development and such details shall be included in the Viability Appraisal, provided always in the case of points (1) and (2) of this definition that any such actual or estimated costs are amongst those detailed or referred to in paragraph 012 of the NPPG section headed “Viability” (as may be amended or any replacement of the same),

“Development” the development undertaken on the Site pursuant to the Planning Permission as specified in the Application and **“Developed”** shall be construed accordingly,

“Disposal” means

(a) a transfer by sale, or

(b) the grant of a Long Lease,

by the Owner of a Unit or Commercial Unit and “**Disposed**”, “**Disposed Of**”, “**Dispose**” and “**Disposals**” shall be construed accordingly,

“**Dwelling**” a unit of residential accommodation (Use Class C3a) to be constructed on the Site as part of the Development pursuant to the Planning Permission and “**Dwellings**” shall be construed accordingly

“**Expert**” a professional expert in town planning, who is a Chartered Member of the Royal Town Planning Institute with a minimum of ten (10) years post-qualification experience

“**GDV**” means gross development value as defined in RICS Guidance or any replacement, update or amendment of the same together with the value of any grant funding/public subsidy received in respect of the Development. In addition the Council will accept in the calculation of GDV the actual sale and rental prices achieved at the development up to the time of preparation of the Viability Appraisal and detailed therein PROVIDED THAT where in the opinion of the Council a Dwelling

- (a) has not been Disposed Of at a value that is equal to or greater than its Open Market Value, or
- (b) is not yet Disposed Of or not yet sold subject to contract and the advertised price for the Dwelling is not equal to or greater than its Open Market Value then (in either case) the Council may opt in writing to substitute the Open Market Value of the said Dwelling concerned in place of the actual monies received or (if applicable) in place of its advertised price,

“**Gross Margin**” means the GDV less the Costs,

“**Improvement Works**” means works to be carried out or commissioned by the Owner on the Vacant Land to

- a) remove to an authorised place of disposal any and all waste from the Vacant Land,
- b) cutback and clear all vegetation and remove from the Vacant Land to an authorised place of disposal,
- c) carry out soft landscaping on the Vacant Land to improve its visual amenity to include grassing and planting, and
- d) secure the perimeter of the Vacant Land with weldmesh fencing,

“**Index Linked**” adjusted on an annual basis or pro rata per diem from the date of this Agreement to the relevant date of payment in accordance with the Retail Price Index and “**Index Linking**” shall be construed accordingly,

“**Interest**” interest at 4% (four per cent) above the base lending rate of the Bank of England from time to time,

“Legal Charge” a registered charge registered against titles GM557734 and LA71692 comprising part of the Site dated 6 July 2020,

“Letting” means a lease or tenancy of a Dwelling which is not a Long Lease and **“Lettings”** shall be construed accordingly,

“Local Plan” includes the Core Strategy adopted by Manchester City Council on 11 July 2012, the extant Unitary Development Plan policies and all other relevant strategic planning documents adopted by Manchester City Council,

“Long Lease” means a lease of a Dwelling for not less than ninety-five (95) years granted at a premium without reservation of a rack rental,

“Management Fee” shall mean 15% of the planning application fee which equates to £14,557 65 (fourteen thousand five hundred and fifty seven pounds and sixty five pence) for the purpose of monitoring and reporting on the delivery of this Agreement and the Planning Obligations contained herein,

“Material Operation” means material operation comprised in the Development as defined by Section 56(2) and (4) of the Act and **“Material Operations”** shall be construed accordingly,

“Maximum Contribution” the sum of £5,438,081 (five million four hundred and thirty eight thousand and eighty one pounds) Index Linked

“NPPF” the National Planning Policy Framework issued in 20 December 2023 being the framework setting out the Government’s planning policies for England and how these are expected to be applied as may be amended or any replacement of the same

“Occupation” means occupation of any part of the Development for the purposes permitted by the Planning Permission but does not include use by personnel whilst engaged in construction, fitting out or decoration of the Units or Commercial Units or occupation for marketing or display or occupation in relation to security operations and **“Occupy”** and **“Occupied”** shall be construed accordingly,

“Open Market Sales” means the marketing and sale of individual Dwellings within the Development disposed of at Open Market Value,

“Open Market Value” means the market value as defined in the IVS definition of market value set out in paragraph 30 on pages 18 to 20 of the section headed “IVS 104 Bases of Value” in Part 6 of the RICS publication titled “RICS Valuation - Global Standards 2017” and issued in June 2017 or any replacement, update or amendment of the same from time to time save in respect of any Dwellings Disposed of by way of a Letting where the Council will accept as the calculation of GDV the Open Market Value of those Lettings, as determined by the application of an investment valuation method using an appropriate capitalisation factor to the market rental income for each let unit which shall for the avoidance of doubt be calculated after the deduction of operational costs,

“Permitted Profit Level” means in the case of Open Market Sales when the Gross Margin is equivalent to 20% (twenty percent) of the GDV

“Plan” the plan attached to the Agreement,

“Planning Obligations” shall mean the obligations of the Owner specified in the Schedules,

“Planning Permission” the planning permission granted pursuant to the Application in or substantially in the form as detailed in Schedule 2 and as may be amended by any non-material amendment granted by the Council pursuant to s96A of the Act

“Reasonably and Properly Incurred” shall mean in respect of costs incurred in developing the Site and the adjacent land and in respect of sales incentives only those costs that a competent and reputable developer of land would reasonably expect to incur,

“Regulations” the Community Infrastructure Levy Regulations 2010,

“Retail Price Index” twelve (12) month percentage change in the All Items Retail Price Index published by the Office for National Statistics Centre and in the Monthly Digest of Statistics (or contained in any official publication substituted therefor) or such other index as may from time to time be published in substitution therefor,

“RICS” the Royal Institution of Chartered Surveyors,

“RICS Guidance” means the RICS guidance note entitled “Assessing viability in planning under the National Planning Policy Framework 2019 for England” 1st Edition, March 2021 or any replacement, update or amendment of the same,

“Site” the property described in Schedule 1 and shown for the purposes of identification only edged red on the Plan,

“Units” the Dwellings and the Apart-Hotel Studios to be constructed on the Site as part of the Development pursuant to the Planning Permission and **“Units”** shall be construed accordingly,

“Vacant Land” the land to the north of the Site shown for the purposes of identification only edged [green] on the Plan

“Viability Appraisal” a written appraisal in the form set out in Schedule 5 to assess the Gross Margin in relation to the residential aspect of the Development required to be provided on the Calculation Date in accordance with the provisions of Schedule 3 of this Agreement Further guidance on the format to follow can be found in the RICS Guidance,

“Viability Assessment Fee” the sum of £15,000 (fifteen thousand pounds) plus VAT to cover the cost of the Council’s review of the Viability Appraisal in order to determine whether and the extent to which the Development can support a requirement to provide the Viability Payment

“Viability Payment” a payment required to be made by the Owner to the Council if the Viability Appraisal shows that the Permitted Profit Level as assessed will be achieved and will be the amount

by which the Gross Margin exceeds the Permitted Profit Level PROVIDED THAT the Viability Payment shall not exceed the Maximum Contribution The Viability Payment will be payable in accordance with the timescales set out in Schedule 3 hereto,

“Viability Payment Deadline” means the twenty eighth (28th) Working Day next following the later of

- (a) the day on which the Council states pursuant to paragraph 3 1 of Schedule 3 that the Viability Appraisal is agreed,
- (b) the day on which the Viability Appraisal is agreed in writing between the Owner and the Council pursuant to paragraph 4 of Schedule 3, and
- (c) the day on which the written determination of the Chartered Surveyor is issued pursuant to Clause 7 of the Agreement and paragraph 4 of Schedule 3,

as the case may be,

“Working Day” means any day except Saturday Sunday or a bank holiday and reference to “Working Days” shall be construed accordingly

1 2 The Clause headings do not affect this interpretation

1 3 Unless otherwise indicated, references to Clauses and Schedules are to Clauses of and Schedules to this Agreement and references in a Schedule to a Part or Paragraph are to a Part or Paragraph of that Schedule

1 4 References to any statute or statutory provision include reference to

1 4 1 all Acts of Parliament and all other legislation having legal effect in the United Kingdom as directly or indirectly amended, consolidated, extended, replaced or re-enacted by any subsequent legislation, and

1 4 2 any orders, regulations, instruments or other subordinate legislation made under that statute or statutory provision

1 5 Except for the provisions of Clause 9 references to the Site include any part of it

1 6 Save in respect of Clauses 21 1 and 21 3 references to any party in this Agreement include the successors in title of that party In addition, references to the Council include any successor local planning authority exercising planning powers under the Act and any successor local highway authority exercising powers under the Highways Act 1980

1 7 **“Including”** means **“including, without limitation”**

1 8 Any covenant by the Owner or the Council not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing

1 9 If any provision is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of this Agreement is to be unaffected

1 10 Words importing the singular meaning where the context so admits include the plural meaning and vice versa

1 11 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner

2 PLANNING OBLIGATION

This Agreement is made pursuant to section 106 of the Act, section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011 and all other enabling legislation and is a planning obligation for the purposes of section 106 of the Act, with the intent that covenants hereinafter contained shall be enforceable by the Council acting under the powers contained in section 106 or such other enabling powers against the Owner

3 CONDITION PRECEDENT

This Agreement is conditional upon the grant of the Planning Permission and Commencement of Development save for the provisions of Clauses 9, 11, 15, 17, 18, 19 and 20 which shall have immediate effect

4 CONDITION SUBSEQUENT

If the Planning Permission for the Development has not been implemented by the carrying out of a material operation in accordance with the provisions of sections 56, 91 and 93 of the Act or is revoked or modified in whole or in part (other than in approval of an application by or on behalf of the Owner) or quashed or declared unlawful as a result of legal proceedings then this Agreement shall absolutely determine and become null and void but without prejudice to the rights of either party against the other in respect of any antecedent breach

5 THE OWNER'S COVENANTS

The Owner on behalf of itself and any person deriving title to any part of the Site from the Owner hereafter hereby covenants with the Council so as to bind the Site to fully observe and perform the obligations on its part contained in this Agreement including those obligations set out in Schedule 3 and hereby agrees that the Site shall be permanently subject to the obligations, restrictions and provisions specified herein, such obligations being planning obligations for the purpose of section 106 of the Act

6 THE COUNCIL'S COVENANTS

The Council hereby covenants with the Owner to observe and perform the obligations on its part in this Agreement including those obligations set out in the Schedule 4

7 DISPUTE RESOLUTION

7 1 In the event of any dispute arising in connection with any of the terms of this Agreement other than a dispute involving the construction or interpretation of the terms of this Agreement or the enforcement of any decision pursuant to this Clause, the same shall unless the Council and the Owner otherwise

agree be referred to an Expert or in relation to the Viability Appraisal to a Chartered Surveyor to be appointed by agreement between the Council and the Owner

7 2 If the Council and the Owner are unable to agree on the appointment of an Expert or Chartered Surveyor within thirty (30) days of one party serving notice on the other calling for the appointment of an Expert or Chartered Surveyor, then an Expert or Chartered Surveyor shall be appointed on the application of either party to the President for the time being of the Royal Town Planning Institute or the Royal Institution of Chartered Surveyors as applicable

7 3 Any reference of a dispute to an Expert or Chartered Surveyor shall if the parties are agreed in writing be deemed to be a reference to an expert or chartered surveyor (and not to an arbitrator) whose decision shall be final and binding (save for manifest error) but shall otherwise be deemed to be a reference to an arbitrator pursuant to the Arbitration Act 1996 and any statutory amendment variation substitution or re-enactment thereof

7 4 Any party to this Agreement shall be entitled to submit to the Expert or Chartered Surveyor representations and cross-representations with such supporting evidence as they shall respectively consider necessary and the Expert or Chartered Surveyor shall have regard thereto in making his decision which shall be delivered in writing The reference of any dispute shall include authority to determine in what manner all the costs of the referral shall be paid

8 WAIVER

No waiver (whether expressed or implied) by the Council of any breach or default in performing or observing any of the covenants terms or conditions of this Agreement shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the relevant terms or conditions or from acting upon any subsequent breach or default

9 CHANGE IN OWNERSHIP & LIABILITY

9 1 The Owner agrees with the Council to give the Council immediate written notice of any change in ownership of any of its interest in the Site occurring before all the obligations under this Agreement have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with (unless the purchase relates to the entirety of the Site) the area of the Site or unit of occupation purchased by reference to a plan provided that this clause shall not apply to the Disposal of a Unit or Commercial Unit or a Disposal to a statutory undertaker for the purpose of their statutory undertaking

9 2 No person shall be liable for any breach, non-performance and non-observance of the covenants, obligations and restrictions contained in this Agreement after it shall have parted with its entire interest in the Site *but without prejudice to liability for any subsisting breach arising prior to parting with such interest* nor shall this hinder or preclude the Council's rights as the Local Planning Authority to require that the breach, non-performance or non-observance be remedied after that person has parted with its interest in the Site

9 3 The obligations contained in this Agreement shall not be binding on

9 3 1 Any tenant, owner, occupier, mortgagee, and/or chargee of a Dwelling and their successors in title,

9 3 2 Any tenant, owner, occupier, mortgagee, and/or chargee of a Commercial Unit and their successors in title,

9 3 3 Any tenant, owner, occupier, mortgagee, and/or chargee of a Apart-Hotel Studio and their successors in title, and

9 3 4 Any statutory undertaker who acquires any part of the Site for the purpose of its statutory undertaking

10 COUNCIL'S CONSENT OR APPROVAL

Where in this Agreement the consent, agreement or approval of the Council is required to be given by the Council, the Council confirms that such consent, agreement or approval shall not be unreasonably withheld or delayed provided that this shall not fetter the proper discretion of the Council

11 LOCAL LAND CHARGE ENTRY

11 1 This Agreement is a Local Land Charge and shall be registered as such by the Council

11 2 The Council will upon receipt of a written request of the Owner or their successors in title, at any time after the obligations set out herein have been fulfilled in their entirety, issue written confirmation thereof and thereafter cancel all related entries in the register of local land charges

11 3 The costs of registration and cancellation pursuant to clauses 11 2 above shall be met by the Owner if requested by the Council

12 NON-PROHIBITION ON DEVELOPMENT

Nothing in this Agreement shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission and the listed building consents) granted (whether or not on appeal) after the date of this Agreement

13 THE CONTRACTS ACT

Save as provided in respect of the successors in title to the Site or any successor to the relevant statutory functions of the Council this Agreement shall not be enforceable by any third party pursuant to the Contracts (Rights of Third Parties) Act 1999 and no third party shall acquire any benefit rights or claims whatsoever pursuant thereto

14 COMMUNICATION

14 1 Any notice or document to be served on or sent pursuant to this Agreement shall either be delivered personally or sent by recorded delivery service

14 1 1 to the Council and addressed to the City Solicitor at the Council's address first above written,

14 1 2 to the Owner and Mortgagee at their registered office addresses,

15 FEES

15 1 The Owner shall pay forthwith to the Council its legal fees reasonably and properly incurred in preparation of this Agreement,

15 2 Receipt by the Council of the payment of such sum shall not create any lawyer-client type contractual relationship between the Council and the Owner nor absolve the Owner from any liability or obligation imposed upon them by the terms of this Agreement or by statute or at common law,

15 3 The Owner shall on the date hereof pay to the Council the Management Fee,

15 4 When submitting a Viability Appraisal the Owner shall pay to the Council the related Viability Assessment Fee within 10 Working Days of his receipt from the Council of an invoice detailing the amount

16 INTEREST

If any payment due under this Agreement is paid late Interest will be payable from the date payment is due to the date that payment is received

17 WARRANTY AS TO TITLE

The Owner hereby warrants to the Council that the title details recited in this Agreement are complete and accurate in every respect and no other person other than the Mortgagee has an interest in the Site and hereby indemnifies the Council in respect of any loss that arises should there be any breach of this warranty

18 JURISDICTION

This Agreement is governed by and interpreted in accordance with the law of England

19 COMPLETION

The provisions of this Agreement (other than this clause which shall be of immediate effect) shall be of no effect until this Agreement has been dated

20 MORTGAGEE

20 1 Any mortgagee or chargee with an interest in the Site from time to time (including for the avoidance of doubt the Mortgagee) will not incur any liability for any breach of the obligations contained in this Agreement unless and until they become a mortgagee in possession of the Site or any part of it in which case they will be liable for any breach of the obligations in this Agreement or for costs arising whilst the mortgagee is in possession of all or any part of the Site

20 2 Subject to clause 20 1, the Mortgagee consents to this Agreement being entered into with the intention that its interests in the Site in the form of the registered charge will be bound by the terms of this Agreement as if this Agreement had been executed and registered as a local land charge before the execution of the registered charge

20.3 For the avoidance of doubt the limitation of liability contained in clause 20.1 shall apply to a mortgagee in possession and not to any successor in title to that mortgagee

EXECUTED as a deed by the parties on the day and year first hereinbefore appearing

SCHEDULE 1

The Site

Land At Cornbrook Road, Manchester and shown for the purposes of identification only edged red on the Plan

SCHEDULE 2

Draft Planning Permission

Town & Country Planning Act 1990 (as amended)

Planning Permission

Applicant

Forshaw Land & Property Group Ltd
14 Wood Street
Bolton
BL1 1DY

Agent (if used)

Mr Harry Russell
Lichfields
Ship Canal House
96-98 King Street
Manchester
M2 4WU

Part 1 – Particulars of the application/development

Proposal Erection of a 24-storey mixed use building incorporating 224 residential apartments (Use Class C3a), 87 apart-hotel studios (Use Class C1), amenity space, flexible commercial space (Use Class E), and cafe (Use Class E(b)), together with infrastructure, landscaping, and other associated works

Location Land At Cornbrook Road, Manchester

Date of application 30 January 2024

Application number 139133/FO/2024

Part 2 – Particulars of decision

Manchester City Council gives notice that the development referred to in Part 1 has been **Minded to Approve** in accordance with the application and plans submitted subject to the condition(s) listed below (if any)

Article 35 Declaration

Officers have worked with the applicant in a positive and proactive manner based on seeking solutions to problems arising in relation to dealing with the planning application. Pre application advice has been sought in respect of this matter where early discussions took place regarding the siting/layout, scale, design and appearance of the development along with other matters. The proposal is considered to be acceptable and therefore determined within a timely manner.

Condition(s) attached to this decision

1) The development must be begun not later than the expiration of three years beginning with the date of this permission.

Reason - Required to be imposed pursuant to Section 91 of the Town and Country Planning Act 1990

2) The development hereby approved shall be carried out in accordance with the following drawings and documents

Drawings

8353-LRW-ZZ-ZZ-DR-A-00-100 P08, 8353-LRW-ZZ-ZZ-DR-A-00-300 P04 and 8353-LRW-ZZ-ZZ-DR-A-00-301 P02 received by the City Council, as Local Planning Authority, on the 30 January 2024

1169-WRI-XX-XX-DR-L-0002 P08, 8353-LRW-ZZ-22-DR-A-00-183 P08, 8353-LRW-ZZ-22-DR-A-00-189 P07, 8353-LRW-ZZ-23-DR-A-00-184 P08, 8353-LRW-ZZ-23-DR-A-00-190 P06, 8353-LRW-ZZ-RF-DR-A-00-185 P07, 8353-LRW-ZZ-RF-DR-A-00-191 P07, 8353-LRW-ZZ-ZZ-DR-A-00-015 P07, 8353-LRW-ZZ-ZZ-DR-A-00-016 P07, 8353-LRW-ZZ-ZZ-DR-A-00-182 P08, 8353-LRW-ZZ-ZZ-DR-A-00-188 P07, 8353-LRW-ZZ-ZZ-DR-A-00-199 P03, 8353-LRW-ZZ-ZZ-DR-A-00-200 P08, 8353-LRW-ZZ-ZZ-DR-A-00-201 P06, 8353-LRW-ZZ-ZZ-DR-A-00-202 P05, 8353-LRW-ZZ-ZZ-DR-A-00-203 P06, 8353-LRW-ZZ-ZZ-DR-A-00-204 P07, 8353-LRW-ZZ-ZZ-DR-A-00-205 P05, 8353-LRW-ZZ-ZZ-DR-A-00-206 P05, 8353-LRW-ZZ-ZZ-DR-A-00-207 P05, 8353-LRW-ZZ-ZZ-DR-A-00-601 P04, , 8353-LRW-ZZ-ZZ-VS-A-00-021 P02, 8353-LRW-ZZ-ZZ-VS-A-00-023 P02, 8353-LRW-ZZ-ZZ-VS-A-00-027 P02, 8353-LRW-ZZ-ZZ-VS-A-00-029 P01, 8353-LRW-ZZ-ZZ-VS-A-00-030 P01 and 8353-LRW-ZZ-ZZ-VS-A-00-031 P01 received by the City Council, as Local Planning Authority, on the 21 May 2024

8353-LRW-ZZ-00-DR-A-00-175 P10, 8353-LRW-ZZ-00-DR-A-00-178 P13, 8353-LRW-ZZ-01-DR-A-00-176 P10, 8353-LRW-ZZ-01-DR-A-00-179 P11, 8353-LRW-ZZ-B1-DR-A-00-174 P09, 8353-LRW-ZZ-B1-DR-A-00-177 P07, 8353-LRW-ZZ-ZZ-DR-A-00-198 P04 and 8353-LRW-ZZ-ZZ-DR-A-00-600 P04 received by the City Council, as Local Planning Authority, on the 24 May 2024

Supporting information

Planning, Heritage, Tall Building and Statement of Community Involvement prepared by Lichfields, Design and Access Statement prepared by Leach Rhodes Walker (ref 8353-LRW-XX-XX-PP-A-00-011 Rev P03), Noise and Vibration Assessment prepared by Jameson Acoustics (ref 22101-RP-1-R2), Transport Assessment prepared by SK Transport (ref 231218/SK22387/TS01(-03)); Phase I Geoenvironmental Site Assessment prepared by Renaissance (ref CBR-REN-00-XX-RNP[1]C-00003 Rev. P04), Flood Risk Assessment prepared by Renaissance (ref CBR-REN-XX-XX-RP-C-00001 Rev P04); Drainage Scheme prepared by Renaissance (ref CBR-REN-XX-XX-RP-C-00002 Rev P03), Archaeological Assessment prepared by Oxford Archaeology (ref. L11531 Rev V4), Air Quality Assessment prepared by Redmore (ref 7356r2), Crime Impact Statement prepared by GMP (ref 2023/0618/CIS/01), Wind and Microclimate Assessment prepared by GIA, Daylight and Sunlight Assessment prepared by GIA (ref 2473-240126-EP-DLSL), Preliminary Ecological Assessment prepared by Urban Green (ref UG2342-PEA), Biodiversity Net Gain Assessment prepared by Urban Green (ref UG2342-BNG); Biodiversity Net Gain Metric prepared by Urban Green, Blue and Green Infrastructure Statement prepared by Wrights, Environmental Standards Statement prepared by Futureserv (ref. P7583-FS-XX-XX-RP-M-002Rev P03), Viability Assessment prepared by Tim Claxton, Lighting Strategy prepared by Futureserv (ref P7583-FS-XX-XX-RP-E-001 Rev P3), Ventilation and Extraction Strategy prepared by Futureserv (ref P7583-FS-XX-XX-RP-M-003 Rev. P3), Management Strategy prepared by Artal, Construction Environmental Management Plan prepared by Domis, Broadband Connectivity Assessment prepared by Futureserv (ref P7583-FS-XX-XX-RP-E-002

Rev P03), TV Reception Survey prepared by Pagerpower (ref 13033A), Local Labour Agreement prepared by Domis and Landscape Concept Design prepared by Wrights received by the City Council, as Local Planning Authority, on the 30 January 2024

Daylight and Sunlight update received by the City Council, as Local Planning Authority, on the 20 May 2024

Waste proforma received by the City Council, as Local Planning Authority, on the 29 April 2024

Highways response note received by the City Council, as Local Planning Authority, on the 21 May 2024

Reason - To ensure that the development is carried out in accordance with the approved plans Pursuant to policies SP1 and DM1 of the Core Strategy

3) Prior to the commencement of the development, details of the method for piling, or any other foundation design using penetrative methods, for the development shall be submitted for approval in writing by the City Council, as Local Planning Authority The approved details shall then be implemented during the construction of the development

Reason - Piling or any other foundation using penetrative methods can result in risks to potable supplies (pollution/turbidity, risk of mobilising contamination) drilling through different aquifers and creating preferential pathways. It is therefore necessary to demonstrate that piling will not result in contamination of groundwater In addition, piling can affect the adjacent railway network which also requires consideration pursuant to policies SP1, EN17 and EN18 of the Manchester Core Strategy (2012)

4) No demolition works or vegetation clearance shall take place during the optimum period for bird nesting (March - September inclusive) unless nesting birds have been shown to be absent, or, a method statement for the demolition including for the protection of any nesting birds is agreed in writing by the City Council, Local Planning Authority Any method statement shall then be implemented for the duration of the demolition works

Reason - In order to protect wildlife from works that may impact on their habitats pursuant to policy EN15 of the Manchester Core Strategy (2012)

5) Notwithstanding the Flood Risk Assessment prepared by Renaissance (ref CBR-REN-XX-XX-RP-C-00001 Rev P04), Drainage Scheme prepared by Renaissance (ref CBR-REN-XX-XX-RP-C-00002 Rev P03), received by the City Council, as Local Planning Authority, on the 30 January 2024, (a) the development shall not commence until a scheme for the drainage of surface water from that phase of the new development shall be submitted for approval in writing by the City Council as the Local Planning Authority This shall include

- o Progression through the drainage hierarchy must be evidence based and supported by site investigation including assessments of ground conditions and infiltration testing in accordance with BRE365 Proposals of attenuation should achieve half drain time within 24 hours
- o Where surface water is connected to the surface water sewer in Dinton Street, identification of the asset owner and evidence of agreement in principle from the asset owner or United Utilities is required. An email of acceptance of proposed flows and/or

new connection will suffice. This must include evidence of consultation with United Utilities to determine if the asset is an adopted public sewer.

- o Where surface water is connected to the public combined sewer, the strategy shall be designed in accordance with the agreement in principle from United Utilities
- o Maximised integration of green SuDS components (utilising infiltration or attenuation) if practicable
- o Details of surface water attenuation which achieves a runoff rate no greater than 5 l/s, supported by evidence of agreement in principle from the relevant authority/service provider
- o A finalised drainage layout showing all components, outfalls, levels and connectivity
- o Hydraulic calculations of the proposed drainage system, including all design parameters. Calculations must include Critical Storm Events for the 1 in 2, 1 in 30 and 1 in 100 + 45% Climate Change. Results must demonstrate no surcharge for the 1 in 2, no flooding in the 1 in 30 and no flooding of buildings for the 1 in 100 + 45% Climate Change.
- o Where a public sewer diversion/abandonment is proposed, agreement in principle from United Utilities is required. An email of acceptance will suffice
- o A blockage risk assessment must be undertaken as part of the drainage strategy to support proposed flows less than 5 l/s
- o A plan indicating surface water overland flow routes for extreme events to ensure flows are diverted away from existing and proposed buildings (including basements)
- o Construction details of flow control and SuDS elements
- o A plan indicating easements. SuDS features (including attenuation tanks) should be appropriately positioned, including a 2.5m easement from the existing highway and a 5m easement from any dwellings, guaranteeing accessibility for future maintenance and contingency for asset failure. This practice is in accordance with SuDS Manual (C753)

(b) The development shall then be constructed in accordance with the approved details, within an agreed timescale

Reason - To promote sustainable development, secure proper drainage and to manage the risk of flooding and pollution pursuant to policies SP1, EN14 and DM1 of the Manchester Core Strategy (2012)

6) a) Notwithstanding the Cornbrook Residential Phase I Geo-Environmental Assessment Report, Renaissance Structural Civil Engineering, Reference. CBR-REN-XX-XX-RP-C[1]00003, January 2024 received by the City Council, as Local Planning Authority, on the 30 January 2024, before the development hereby approved commences, a report (the Preliminary Risk Assessment) to identify and evaluate all potential sources and impacts of any ground contamination, groundwater contamination and/or ground gas relevant to the site shall be submitted to and approved in writing by the City Council as Local Planning Authority. The Preliminary Risk Assessment shall conform to City Council's current guidance document (Planning Guidance in Relation to Ground Contamination). In particular, the following shall be provided:

- Submission of Site Investigation Proposals,
- Submission of a Site Investigation and Risk Assessment Report, and
- Submission of a Remediation Strategy.

In the event of the Preliminary Risk Assessment identifying risks which in the written opinion of the Local Planning Authority require further investigation, the development shall not commence until a scheme for the investigation of the site and the identification of remediation measures (the Site Investigation Proposal) has been submitted to and

approved in writing by the City Council as Local Planning Authority. The measures for investigating the site identified in the Site Investigation Proposal shall be carried out, before the development commences and a report prepared outlining what measures, if any, are required to remediate the land (the Site Investigation Report and/or Remediation Strategy) which shall be submitted to and approved in writing by the City Council as Local Planning Authority.

b) When the development commences, the development shall be carried out in accordance with the previously agreed Remediation Strategy and prior to the first occupation of the development, a Completion/Verification Report shall be submitted to and approved in writing by the City Council as Local Planning Authority.

In the event that ground contamination, groundwater contamination and/or ground gas, not previously identified, are found to be present on the site at any time before the development is occupied, then development shall cease and/or the development shall not be occupied until a report outlining what measures, if any, are required to remediate the land (the Revised Remediation Strategy) is submitted to and approved in writing by the City Council as Local Planning Authority and the development shall be carried out in accordance with the Revised Remediation Strategy, which shall take precedence over any Remediation Strategy or earlier Revised Remediation Strategy.

Reason - To ensure that the presence of or the potential for any contaminated land and/or groundwater is detected and appropriate remedial action is taken in the interests of public safety, pursuant to policies DM1 and EN18 of the Core Strategy.

7) Notwithstanding the Construction Environmental Management Plan prepared by Domis received by the City Council, as Local Planning Authority, on the 30 January 2024, the development shall not commence until a detailed construction management plan outlining working practices during construction have been submitted for approval in writing by the Local Planning Authority, which for the avoidance of doubt should include,

- o Display of an emergency contact number;
- o Details of Wheel Washing,
- o Dust suppression measures,
- o Compound locations where relevant,
- o Consultation with local residents/local businesses,
- o Location, removal and recycling of waste,
- o Routing strategy and swept path analysis,
- o Parking of construction vehicles and staff, and
- o Sheeting over of construction vehicles

Manchester City Council encourages all contractors to be 'considerate contractors' when working in the city by being aware of the needs of neighbours and the environment. Membership of the Considerate Constructors Scheme is highly recommended.

The development shall be carried out in accordance with the approved Construction Environmental Management Plan.

Reason - To safeguard the amenities of nearby residents and highway safety, pursuant to policies SP1, EN9, EN19 and DM1 of the Manchester Core Strategy (July 2012).

8) Prior to the commencement of the development, all material to be used on all external elevations of the development shall be submitted for approval in writing by the

City Council, as Local Planning Authority This shall include the submission of samples (including a panel) and specifications of all materials to be used on all external elevations of the development along with jointing and fixing details, window reveals and soffits, details of the drips to be used to prevent staining in, ventilation/air brick and a strategy for quality control management

The approved materials shall then be implemented as part of the development

Reason - To ensure that the appearance of the development is acceptable to the City Council as local planning authority in the interests of the visual amenity of the area within which the site is located, as specified in policies SP1 and DM1 of the Core Strategy

9) a) Prior to the commencement of the development, details of a Local Benefit Proposal demonstrating a commitment to recruit local labour for the duration of the construction of the development, shall be submitted for approval in writing by the City Council, as Local Planning Authority The approved document shall be implemented as part of the construction of the development

In this condition a Local Benefit Proposal means a document which includes

i) the measures proposed to recruit local people including apprenticeships,
ii) mechanisms for the implementation and delivery of the Local Benefit Proposal, and
iii) measures to monitor and review the effectiveness of the Local Benefit Proposal in achieving the objective of recruiting and supporting local labour objectives

(b) Within one month prior to construction work associated with the development being completed, a detailed report which takes into account the information and outcomes about local labour recruitment pursuant to items (i) and (ii) above shall be submitted for approval in writing by the City Council as Local Planning Authority

Reason - The applicant has demonstrated a commitment to recruiting local labour pursuant to policies SP1, EC1 and DM1 of the Manchester Core Strategy (2012).

10) Prior to the first occupation of the development hereby approved, details of the implementation, maintenance and management of the sustainable drainage scheme for the development shall be submitted for approval in writing by the City Council, as Local Planning Authority

The scheme shall include the following:

- Verification report providing photographic evidence of construction, and
- Management and maintenance plan for the lifetime of the development which shall include the arrangements for adoption by any public body or statutory undertaker, or any other arrangements to secure the operation of the sustainable drainage scheme throughout its lifetime

The approved scheme shall then be implemented in accordance with the details and thereafter managed and maintained for as long as the development remains in use

Reason - To promote sustainable development, secure proper drainage and to manage the risk of flooding and pollution pursuant to policies SP1, EN14 and DM1 of the Manchester Core Strategy (2012)

11) The development hereby approved shall be carried out in accordance with the Environmental Standards Statement prepared by Futureserv (ref P7583-FS-XX-XX-RP-M-002 Rev P03) received by the City Council, as Local Planning Authority, on the 30 January 2024. A post construction review certificate/statement for the development shall be submitted for approval, within a timescale that has been previously agreed in writing, to the City Council as Local Planning Authority.

Reason - In order to minimise the environmental impact of the development pursuant to policies SP1, T1-T3, EN4-EN7 and DM1 of the Core Strategy and the principles contained within The Guide to Development in Manchester SPD (2007) and the National Planning Policy Framework.

12) Notwithstanding drawing 1169-WRI-XX-XX-DR-L-0002 P08 received by the City Council, as Local Planning Authority, on the 21 May 2024, (a) prior to any above ground works commencing, details of a hard and soft landscaping scheme (including appropriate materials, specifications) shall be submitted for approval in writing by the City Council, as Local Planning Authority.

(b) The approved scheme shall be implemented prior to the first occupation of the residential element of the development. If within a period of 5 years from the date of the planting of any tree or shrub, that tree or shrub or any tree or shrub planted in replacement for it, is removed, uprooted or destroyed or dies, or becomes, in the opinion of the local Planning Authority, seriously damaged or defective, another tree or shrub of the same species and size as that originally planted shall be planted at the same place.

Reason - To ensure that a satisfactory landscaping scheme for the development is carried out that respects the character and visual amenities of the area, in accordance with policies SP1, EN9 and DM1 of the Core Strategy.

13) (a) Prior to the first occupation of the development, details of any externally mounted ancillary plant, equipment and servicing shall be submitted for approval in writing by the City Council, as Local Planning Authority. For the avoidance of doubt, externally mounted plant, equipment and servicing shall be selected and/or acoustically treated in accordance with a scheme designed so as to achieve a rating level of 5 db (L_{aeq}) below the typical background (L_{a90}) level at the nearest noise sensitive location.

(b) Prior to the first occupation of the development, a verification report will be required to validate that the work undertaken conforms to the recommendations and requirements approved as part of part (a) of this planning condition. The verification report shall include post completion testing to confirm the noise criteria has been met. In instances of non-conformity, these shall be detailed along with mitigation measures required to ensure compliance with the noise criteria. A verification report and measures shall be agreed until such a time as the development complies with part (a) of this planning condition.

Any mitigation measures shall be implemented in accordance with a timescale to be agreed with the City Council, as Local Planning Authority. Any measures shall thereafter be retained and maintained in situ.

Reason - To minimise the impact of plant on the occupants of the development pursuant to policies SP1 and DM1 of the Manchester Core Strategy (2012) and saved policy DC26 of the Unitary Development Plan for the City of Manchester (1995).

14) (a) Notwithstanding the Noise and Vibration Assessment prepared by Jameson Acoustics (ref 22101-RP-1-R2), received by the City Council, as Local Planning Authority, on the 30 January 2024, prior to any above ground works, a scheme of acoustic insulation for the commercial units, meeting spaces and gym as shown on drawings 8353-LRW-ZZ-00-DR-A-00-175 P10 and 8353-LRW-ZZ-01-DR-A-00-176 P10 received by the City Council, as Local Planning Authority, on the 24 May 2024, shall be submitted for approval in writing by the City Council, as Local Planning Authority

(b) Prior to the first use of each of the commercial, meeting spaces and gym units, a verification report will be required to validate that the work undertaken conforms to the recommendations and requirements approved as part of part (a) of this planning condition. The verification report shall include post completion testing to confirm the noise criteria has been met. In instances of non conformity, these shall be detailed along with mitigation measures required to ensure compliance with the noise criteria. A verification report and measures shall be agreed until such a time as the development complies with part (a) of this planning condition.

Any mitigation measures shall be implemented in accordance with a timescale to be agreed with the City Council, as Local Planning Authority, and thereafter retained and maintained in situ.

Reason - In order to limit the outbreak of noise from the commercial premises pursuant to policies SP1 and DM1 of the Core Strategy (2007) and saved policy DC26 of the Unitary Development Plan for the City of Manchester (1995)

15) (a) The acoustic insulation of the residential accommodation shall be carried out in accordance with the Noise and Vibration Assessment prepared by Jameson Acoustics (ref 22101-RP-1-R2), received by the City Council, as Local Planning Authority, on the 30 January 2024.

(b) Prior to the first occupation of the residential element of the development, a verification report will be required to validate that the work undertaken conforms to the recommendations and requirements approved as part of part (a) of this planning condition. The verification report shall include post completion testing to confirm the noise criteria has been met. In instances of non-conformity, these shall be detailed along with mitigation measures required to ensure compliance with the noise criteria. A verification report and measures shall be agreed until such a time as the development complies with part (a) of this planning condition.

Any mitigation measures shall be implemented in accordance with a timescale to be agreed with the City Council, as Local Planning Authority, and thereafter retained and maintained in situ.

Reason - To secure a reduction in noise from traffic or other sources in order to protect future residents from noise disturbance pursuant to policies SP1, H1 and DM1 of the Core Strategy (2007) and saved policy DC26 of the Unitary Development Plan for the City of Manchester (1995)

16) The residential and apart hotel element of the development shall be carried out in accordance with the waste management proforma received by the City Council, as Local Planning Authority, on the 29 April 2024 together with drawing 8353-LRW-ZZ-00-DR-A-00-175 P10 received by the City Council, as Local Planning Authority, on the 24 May 2024.

The approved scheme shall be implemented prior to the first use of the residential and apart hotel elements and shall remain in situ whilst the use or development is in operation

Reason - To ensure adequate refuse arrangement are put in place for the residential element of the scheme pursuant to policies EN19 and DM1 of the Manchester Core Strategy

17) Prior to the first use of the commercial uses, meeting spaces and gym as indicated on drawings 8353-LRW-ZZ-00-DR-A-00-175 P10 and 8353-LRW-ZZ-01-DR-A-00-176 P10 received by the City Council, as Local Planning Authority, on the 24 May 2024, details of a waste management strategy for the storage and disposal of refuse for the commercial uses of the development shall be submitted for approval in writing by the City Council, as Local Planning Authority. The approved scheme shall be implemented prior to the first use of the commercial uses and shall remain in situ whilst the use or development is in operation

Reason - To ensure adequate refuse arrangement are put in place for the commercial, health centre and school elements of the scheme pursuant to policies EN19 and DM1 of the Manchester Core Strategy

18) Prior to the first use of each of the commercial units, as indicated on drawings 8353-LRW-ZZ-00-DR-A-00-175 P10 and 8353-LRW-ZZ-01-DR-A-00-176 P10 received by the City Council, as Local Planning Authority, on the 24 May 2024, should fume extraction be required, details of a scheme to extract fumes, vapours and odours from that commercial unit shall be submitted for approval in writing by the City Council, as Local Planning Authority. The approved scheme shall then be implemented prior to the first occupation of the commercial units and thereafter retained and maintained in situ

Reason - To ensure appropriate fume extraction is provided for the commercial units pursuant to policies SP1 and DM1 of the Manchester Core Strategy and saved policy DC10 of the Unitary Development Plan for the City of Manchester (1995)

19) Prior to the first use of each of the commercial units as indicated drawings 8353-LRW-ZZ-00-DR-A-00-175 P10 and 8353-LRW-ZZ-01-DR-A-00-176 P10 received by the City Council, as Local Planning Authority, on the 24 May 2024, should any roller shutters be required, details of any proposed roller shutters to the ground floor of that commercial unit shall be submitted for approval in writing by the City Council, as Local Planning Authority. The shutters shall be fitted internally to the premises. The approved details shall be implemented prior to the first occupation of each commercial units and thereafter retained and maintained in situ.

Reason - To ensure that the roller shutters are appropriate in visual amenity terms pursuant to policies SP1, EN1 and DM1 of the Manchester Core Strategy (2012)

20) The development hereby approved shall include a building and site lighting scheme and a scheme for the illumination of external areas during the period between dusk and dawn. Prior to the first occupation of the development, full details of such a scheme for the development shall be submitted for approval in writing by the City Council, as Local Planning Authority. The approved scheme shall be implemented in full prior to the first occupation of the development and shall remain in operation for so long as the development is occupied

Reason - In the interests of amenity, crime reduction and the personal safety of those using and ensure that lighting is installed which is sensitive to the bat environment the proposed development in order to comply with the requirements of policies SP1 and DM1 of the Core Strategy

21) If any lighting at the development hereby approved, when illuminated, causes glare or light spillage which in the opinion of the Council as Local Planning Authority causes detriment to adjoining and nearby residential properties, within 14 days of a written request, a scheme for the elimination of such glare or light spillage shall be submitted to the Council as Local Planning Authority and once approved shall thereafter be retained in accordance with details which have received prior written approval of the City Council as Local Planning Authority

Reason - In order to minimise the impact of the illumination of the lights on the occupiers of nearby residential accommodation, pursuant to policies SP1 and DM1 of the Core Strategy

22) Deliveries, servicing and collections including waste collections shall not take place outside the following hours

Monday to Saturday 07 30 to 20 00

Saturday Sundays and Bank Holidays confined to 10 00 to 18 00

Reason - In the interest of residential amenity pursuant to policies SP1 and DM1 of the Manchester Core Strategy (2012).

23) The commercial units hereby approved, as indicated on drawings 8353-LRW-ZZ-00-DR-A-00-175 P10 and 8353-LRW-ZZ-01-DR-A-00-176 P10 received by the City Council, as Local Planning Authority, on the 24 May 2024, shall not be open outside the following hours -

Monday to Saturday 08 00 to 23 30

Sundays (and Bank Holidays) 10 00 to 22 00

There shall be no amplified sound or any amplified music at any time within the unit

Reason - In interests of residential amenity in order to reduce noise and general disturbance in accordance with saved policy DC26 of the Unitary Development Plan for the City of Manchester and policies SP1 and DM1 of the Core Strategy

24) Prior to the first use of the external landscaped areas around the development as indicated on drawing 1169-WRI-XX-XX-DR-L-0002 P08 received by the City Council, as Local Planning Authority, on the 21 May 2024, an operational management strategy shall be submitted for approval in writing by the City Council, as Local Planning Authority

The Operating Schedule shall contain the following details:

a A scaled layout plan showing the proposed seating area, including layout of furniture and demarcation of the area,

b Full details of the measures proposed to ensure that the proposed seating area is fully accessible by disabled people,

- c Details of the proposed furniture, including any barriers,
- d A detailed management strategy that includes information on how the proposed external seating area would be managed in terms of potential noise disturbance, additional movement and activity, litter and storage of furniture at night (including no use of amplified music), and
- e days and hours of operation

The approved plan shall be implemented upon first use of the development and thereafter retained

No amplified sound or any music shall be produced or played in any part of the site outside the buildings

Reason - To safeguard the amenities of the occupiers of nearby properties, pursuant to policies SP1 and DM1 of the Core Strategy

25) The commercial units, as shown on drawings 8353-LRW-ZZ-00-DR-A-00-175 P10 and 8353-LRW-ZZ-01-DR-A-00-176 P10 received by the City Council, as Local Planning Authority, on the 24 May 2024, shall remain as separate units and shall not be sub divided or amalgamated without the benefit of planning permission being secured

Reason- In the interests of residential amenity and to ensure the future viability and vitality of the commercial units pursuant to saved policy DC26 of the Unitary Development Plan for the City of Manchester and policies DM1, C5 and SP1 of the Manchester Core Strategy

26) The commercial units, as indicated drawing drawings 8353-LRW-ZZ-00-DR-A-00-175 P10 and 8353-LRW-ZZ-01-DR-A-00-176 P10 received by the City Council, as Local Planning Authority, on the 24 May 2024, can be occupied as Use Class E (excluding convenience retail) and for no other purpose of The Town and Country Planning (Use Classes) Order 1987 (or any order revoking and re-enacting that Order with or without modification)

Reason - For the avoidance of doubt and in order to secure a satisfactory form of development due to the particular circumstance of the application site, ensuring the vitality of the units and in the interest of residential amenity, pursuant policy DM1 of the Core Strategy for Manchester

27) Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) (England) Order 2015 (as amended) (or any order revoking and re-enacting that Order with or without modification) no part of the development shall be used for any purpose other than the purpose(s) of Class C3(a) of the Schedule to the Town and Country Planning (Use Classes) Order 1987 (as amended) (or in any provision equivalent to that Class in any statutory instrument revoking and re-enacting that Order with or without modification) For the avoidance of doubt, this does not preclude two unrelated people sharing a property

Reason - In the interests of residential amenity, to safeguard the character of the area and to maintain the sustainability of the local community through provision of accommodation that is suitable for people living as families pursuant to policies DM1 and H11 of the Core Strategy for Manchester and the guidance contained within the National Planning Policy Framework.

28) The residential use hereby approved shall be used only as private dwellings (which description shall not include serviced properties or similar uses where sleeping accommodation (with or without other services) is provided by way of trade for money or money's worth and occupied by the same person for less than ninety consecutive nights) and for no other purpose (including any other purpose in Class C3 of the Schedule to the Town and Country Planning (Use Classes) Order 1987 (as amended), or any provision equivalent to that Class in any statutory instrument revoking and re-enacting that Order with or without modification)

Reason - To safeguard the amenities of the neighbourhood by ensuring that other uses which could cause a loss of amenity such as serviced apartments/apart hotels do not commence without prior approval, to safeguard the character of the area, and to maintain the sustainability of the local community through provision of accommodation that is suitable for people living as families pursuant to policies DM1 and H11 of the Core Strategy for Manchester and the guidance contained within the National Planning Policy Framework

29) Notwithstanding the provisions of The Town and Country Planning (Use Classes) Order 1987 (or any order revoking and re-enacting that Order with or without modification) the element of the scheme which relates to apart hotel shall only be used as an apart hotel (Use Class C1) and for no other purposes

There shall be no live music or live entertainment in the apart hotel at any time with background music only

Reason - To ensure that the arena is used solely for the intended purpose to safeguard the character of the area pursuant to policies SP1, EC7 and DM1 of the Manchester Core Strategy (2012)

30) The development shall be carried out in accordance with the Crime Impact Statement prepared by Design for Security at Greater Manchester Police stamped as received by the City Council, as Local Planning Authority, on the 30 January 2024. The development shall only be carried out in accordance with these approved details. Prior to the first occupation of the development, the Council as Local Planning Authority must acknowledge in writing that it has received written confirmation of a Secured by Design accreditation

Reason - To reduce the risk of crime pursuant to policies SP1 and DM1 of the Core Strategy and to reflect the guidance contained in the National Planning Policy Framework.

31) The residential element of the development hereby approved shall be carried out in accordance with the Framework Travel Plan received by the City Council, as Local Planning Authority, on the 30 January 2024

In this condition a Travel Plan means a document which includes

- i) the measures proposed to be taken to reduce dependency on the private car by those living at the development;
- ii) a commitment to surveying the travel patterns of residents/staff during the first three months of the first use of the building and thereafter from time to time,
- iii) mechanisms for the implementation of the measures to reduce dependency on the private car,

- iv) measures for the delivery of specified Travel Plan services, and
- v) measures to monitor and review the effectiveness of the Travel Plan in achieving the objective of reducing dependency on the private car

Within six months of the first occupation of the residential element of the development, a Travel Plan for the development which takes into account the information about travel patterns gathered pursuant to item (ii) above shall be submitted for approval in writing by the City Council as Local Planning Authority. Any Travel Plan which has been approved by the City Council as Local Planning Authority shall be implemented in full at all times when the development hereby approved is in use.

Reason - To assist promoting the use of sustainable forms of travel for residents, pursuant to policies T1, T2 and DM1 of the Manchester Core Strategy (2012)

32) The apart hotel element of the development hereby approved shall be carried out in accordance with the Framework Travel Plan received by the City Council, as Local Planning Authority, on the 30 January 2024.

In this condition a Travel Plan means a document which includes

- i) the measures proposed to be taken to reduce dependency on the private car by those visiting the hotel at the development,
- ii) a commitment to surveying the travel patterns of guests/staff during the first three months of the first use of the building and thereafter from time to time,
- iii) mechanisms for the implementation of the measures to reduce dependency on the private car,
- iv) measures for the delivery of specified Travel Plan services, and
- v) measures to monitor and review the effectiveness of the Travel Plan in achieving the objective of reducing dependency on the private car

Within six months of the first use of the apart hotel element of the development, a Travel Plan for the development which takes into account the information about travel patterns gathered pursuant to item (ii) above shall be submitted for approval in writing by the City Council as Local Planning Authority. Any Travel Plan which has been approved by the City Council as Local Planning Authority shall be implemented in full at all times when the development hereby approved is in use.

Reason - To assist promoting the use of sustainable forms of travel for hotel guests and staff, pursuant to policies T1, T2 and DM1 of the Manchester Core Strategy (2012)

33) (a) Prior to the first occupation of the residential and apart hotel elements, the cycle store shall be implemented in accordance with drawings 8353-LRW-ZZ-00-DR-A-00-175 P10 and 8353-LRW-ZZ-B1-DR-A-00-174 P09 received by the City Council, as Local Planning Authority, on the 24 May 2024 and thereafter retained and maintained in situ.

(b) The number of cycle spaces shall be reviewed for a period of five years beginning with the date of this permission, as part of the travel plan requirements of conditions 31 and 32 of this planning permission. The surveys shall be undertaken within 7 days of the end of years 1, 3 and 5 beginning with the date of this permission. The results of the survey provided to the Local Planning Authority within 3 months thereafter. Any additional cycle spaces identified as part of this review shall be implemented within two months of approval of the annual agreement.

Reason - To ensure there is sufficient cycle stand provision at the development and the residents in order to support modal shift measures pursuant to policies SP1, T1, T2 and DM1 of the Manchester Core Strategy (2012)

34) Prior to the first use of the apart hotel and residential element of the development, a car park management plan shall be submitted for approval in writing by the City Council, as Local Planning Authority. The plan shall detail how allocation of spaces would be undertaken together with access management arrangements. The approved plan shall be implemented and be in place upon the first occupation of the residential and apart hotel elements of the development and thereafter retained for as long as the development remains in use.

Reason - To ensure adequate car park management arrangements are put in place pursuant to policy DM1 of the Manchester Core Strategy (2012)

35) The development hereby approved shall be carried out in accordance with car parking layout as shown on drawing 8353-LRW-ZZ-00-DR-A-00-175 P10 received by the City Council, as Local Planning Authority, on the 24 May 2023. This shall include the provision of 2 accessible bays for the apart hotel and 2 accessible bays for the residential element. The car parking layout shall be surfaced, demarcated and laid out prior to the first use of the development and thereafter retained and maintained in situ.

Reason - to ensure adequate car parking (including accessible car parking) for the development pursuant to policies T2 and DM1 of the Manchester Core Strategy (2012)

36) Prior to any above ground works, details and specification of electric vehicle charging points to the 14 car parking space as indicated on drawing 8353-LRW-ZZ-00-DR-A-00-175 P10 received by the City Council, as Local Planning Authority, on the 24 May 2023 hereby approved shall be submitted for approval in writing by the City Council, as Local Planning Authority. The approved detail shall be implemented and made available prior to the first occupation of the residential and apart hotel uses hereby approved. The electric vehicle charging points shall be retained and maintained for as long as the development remains in use.

Reason - In the interest of air quality pursuant to policy EN17 of the Manchester Core Strategy (2012)

37) Prior to the first use of the development hereby approved, details of the provision of a car club bay on nearby surrounding roads shall be submitted for approval in writing by the City Council, as Local Planning Authority. The approved details shall be implemented as part of the development prior to the first occupation of the residential and apart hotel elements of this development and thereafter retained.

Reason - In the interest of supporting alternative forms of transport at the site pursuant to policy DM1 of the Manchester Core Strategy (2012)

38) Prior to the first occupation of the residential and apart hotel element of the development, a scheme of the following highway works shall be submitted for approval in writing by the City Council, as Local Planning Authority.

This shall include the following:

- o Construction of a new priority car-park access from Dinton Street,

- o Footway resurfacing along the site-side of Dinton Street, Cornbrook Road and Bridgewater Way/Chester Road,
- o repositioning of the Bee Network Cycle Hire facility,
- o Redundant site access points are reinstated with full footway provision,
- o Double-yellow 'No Waiting' kerbside restrictions along Cornbrook Road (between Dinton Street and the signal-controlled junction),
- o 'No Waiting' TROs will be required to cover both Dinton Street and Cornbrook Road to protect the visibility splay extents together with TROs on the opposite side of Cornbrook Road carriageway in order to reduce the likelihood of westbound vehicles crossing the centreline due to on-street parking and a TRO to prevent existing pavement parking issues at the Bridgewater Way/Cornbrook Road junction, and
- o Provision of a new loading/drop-off bay at Cornbrook Road

The approved scheme shall be implemented and be in place prior to the first occupation of the residential element of the development

Reason - To ensure safe access to the development site in the interest of pedestrian and highway safety pursuant to policies SP1, EN1 and DM1 of the Manchester Core Strategy (2012)

39) Notwithstanding the TV Reception Survey, received by the City Council, as Local Planning Authority, on the 30 January 2024, within one month of the practical completion of the development, and at any other time during the construction of the development if requested in writing by the City Council as Local Planning Authority, in response to identified television signal reception problems within the potential impact area a study to identify such measures necessary to maintain at least the pre-existing level and quality of signal reception identified in the survey carried out above for the development shall be submitted for approval in writing by the City Council, as Local Planning Authority. The measures identified must be carried out either before the development is first occupied or within one month of the study being submitted for approval in writing to the City Council as Local Planning Authority, whichever is the earlier

Reason - To provide an indication of the area of television signal reception likely to be affected by the development to provide a basis on which to assess the extent to which the development during construction and once built, will affect television reception and to ensure that the development at least maintains the existing level and quality of television signal reception - In the interest of residential amenity, as specified in policy DM1 of Core Strategy

40) Prior to the first occupation of the development hereby approved, details of bird and bat boxes to be provided (including location and specification) for the development shall be submitted for approval in writing by the City Council, as Local Planning Authority. The approved details shall then be implemented within a timescale to be agreed in writing with the City Council, as Local Planning Authority

Reason - To provide new habitats for birds and bats pursuant to policies SP1 and EN15 of the Manchester Core Strategy (2012).

41) Notwithstanding the General Permitted Development Order 2015 as amended by the Town and Country Planning (Permitted Development and Miscellaneous Amendments) (England) (Coronavirus) Regulations 2020 or any legislation amending or replacing the same, no further development in the form of upward extensions to the

building shall be undertaken other than that expressly authorised by the granting of planning permission

Reason - In the interests of protecting residential amenity and visual amenity of the area in which the development is located pursuant to policies DM1 and SP1 of the Manchester Core Strategy

42) Prior to the first occupation of the development, a signage strategy for the entire buildings shall be submitted for approval in writing by the City Council, as Local Planning Authority. Any signage for the commercial units shall be situated behind the glass, no more than one projecting sign per commercial unit which shall be no more than 30mm in thickness. The signage strategy will include timescales for implementation. The approved strategy shall then be implemented for that building and used to inform any future advertisement applications for the building.

Reason - In the interest of visual amenity pursuant to policies SP1 and DM1 of the Manchester Core Strategy (2012)

43) All windows at ground level with the exception of any WC and, unless shown otherwise on the approved drawings detailed in condition 2, shall be retained as a clear glazed window opening at all times and views into the premises shall not be screened or obscured in any way.

Reason - In the interest of ensuring an active frontage to the street scene pursuant to policy DM1 of the Manchester Core Strategy (2012)

44) The development hereby approved shall include for full disabled access to be provided to the main entrances and to the floors above and all new dwellings shall be constructed to a minimum of M (4) 2 standard.

Reason - To ensure that satisfactory disabled access is provided by reference to the provisions Core Strategy policy DM1.

45) No doors to commercial units (other than those designated as fire exits) shall open outwards onto adjacent pedestrian routes.

Reason - In the interest of pedestrian safety pursuant to policy DM1 of the Manchester Core Strategy (2012).

46) Prior to the first occupation of the development, details of the siting, scale and appearance of the solar panels to the roof of the buildings (including cross sections) shall be submitted to the City Council, as Local Planning Authority. The approved details shall then be implemented prior to the first use of the building and thereafter retained and maintained in situ.

Reason - In the interest of ensuring the solar panels are installed and to ensure that they are appropriate in terms of visual amenity pursuant to policies SP1, EN1, EN6 and DM1 of the Manchester Core Strategy (2012)

47) Prior to the first use of the development hereby approved, details of the siting, scale and appearance of the air source heat pumps to the apartments hereby approved shall be submitted for approval in writing by the City Council, as Local Planning Authority. The air source heat pumps must also comply with the noise criteria as specified in

condition 13 The approved details shall then be implemented prior to the first use of the development and thereafter retained and maintained in situ

Reason - In the interest of ensuring the solar panels are installed and to ensure that they are appropriate in terms of visual amenity pursuant to policies SP1, EN1, EN6 and DM1 of the Manchester Core Strategy (2012)

48) Prior to any above ground works, final details of the siting, scale and appearance of the 7 porous wind mitigation screens shall be submitted for approval in writing by the City Council, as Local Planning Authority

The approved details shall be implemented upon first use of the residential and apart hotel element of the scheme and thereafter retained and maintained in situ

Reason - In the interest of securing appropriate wind mitigation at the site pursuant to policy DM1 of the Manchester Core Strategy (2012)

49) Prior to the first use, a Food/Parcel, Delivery and Servicing Management (including taxi pick up and drop off, parcel deliveries and food drop off) for the development shall be submitted for approval in writing by the City Council, as Local Planning Authority
This shall include

- o Designated delivery drop-off points This could be a specific lobby area or a central location easily accessible to delivery drivers,
- o Provision of clear signage in common areas to guide delivery drivers to the drop-off point,
- o Inform all new residents on the designated drop-off point and any specific rules or guidelines they need to follow when receiving deliveries This would also be applicable for aparthotel guests who may also order food deliveries;
- o Establish specific delivery hours for residents of the development where possible,
- o Periodically review how the drop-off process is working and encourage resident feedback,
- o Set up a secure delivery holding area within the development, and
- o Monitor Security Concerns

The approved strategy, including any associated mitigation works, shall be implemented and be in place prior to the first occupation of the development and thereafter retained and maintained in operation

Reason - To ensure appropriate servicing management arrangements, particularly for food and deliveries, are put in place for the development in the interest of highway and pedestrian safety pursuant to policy SP1 and DM1 of the Manchester Core Strategy (2012)

50) (a) Three months prior to the first use of the development by hotel guests, a Local Benefit Proposal Framework that outlines the approach to local recruitment for the end use(s), shall be submitted for approval in writing by the City Council, as Local Planning Authority The approved document shall be implemented as part of the occupation of the development

In this condition a Local Benefit Proposal means a document which includes

- i) the measures proposed to recruit local people including apprenticeships,

ii) mechanisms for the implementation and delivery of the Local Benefit Proposal, and
iii) measures to monitor and review the effectiveness of the Local Benefit Proposal in achieving the objective of recruiting and supporting local labour objectives

(b) Within 6 months of the first use of the development by hotel guests, a Local Benefit Proposal which takes into account the information and outcomes about local labour recruitment pursuant to items (i) and (ii) above shall be submitted for approval in writing by the City Council, as Local Planning Authority. Any Local Benefit Proposal approved by the City Council, as Local Planning Authority, shall be implemented in full at all times whilst the use is operation

Reason - The applicant has demonstrated a commitment to recruiting local labour pursuant to policies SP1, EC1 and DM1 of the Manchester Core Strategy (2012)

51) (a) The development hereby approved shall be carried out in accordance with the Biodiversity Net Gain Assessment prepared by Urban Green (ref UG2342-BNG) and Biodiversity Net Gain Metric prepared by Urban Green received by the City Council, as Local Planning Authority, on the 30 January 2024

(b) Prior to the first use of each Construction Phase of development agreed within part (a) of this condition, a verification report for that Construction Phase will be required to validate that the works undertaken at that stage conforms to the recommendations and required approved within part of part (b) of this planning condition including its contribution towards the minimum 10% biodiversity net gain

(c) In instances of non-conformity, these shall be detailed along with mitigation measures required to ensure compliance with the Biodiversity Net Gain Assessment. A verification report and measures shall be agreed until such a time as Construction Phases of development comply with parts (a) and (b) of this planning condition

Any mitigation measures shall be implemented in accordance with a timescale to be agreed with the City Council, as Local Planning Authority, and thereafter retained and maintained in situ

If within a period of 30 years from the date of the planting of any tree or shrub, that tree or shrub or any tree or shrub planted in replacement for it, is removed, uprooted or destroyed or dies, or becomes, in the opinion of the Local Planning Authority, seriously damaged or defective, another tree or shrub of the same species and size as that originally planted shall be planted at the same place

Reason - In the interest of securing a biodiversity mitigation strategy pursuant to policies SP1, EN9, EN17 and DM1 of the Manchester Core Strategy (2012)

52) Prior to the first occupation of the residential and apartment hotel elements hereby approved, a detailed 30 year Landscape Environmental Management Plan (LEMP) for the development shall be submitted for approval in writing by the City Council, as Local Planning Authority. This shall include details of how the public realm and hard and soft landscaping areas for the development will be maintained including maintenance schedules and repairs. The LEMP shall then be implemented as part of the development and remain in for the duration of the plan

Reason - To ensure that the satisfactory landscaping scheme for the development is maintained in the interest of the character and visual amenities of the area, in accordance with policies SP1, EN9 and DM1 of the Core Strategy

53) Notwithstanding drawing 8353-LRW-ZZ-00-DR-A-00-175 P10 received by the City Council, as Local Planning Authority, on the 24 May 2024, prior to any above ground works details of the siting, scale and appearance of generator, substation, external bin stores and cycle store shall be submitted for approval in writing by the City Council, as Local Planning Authority. The approved details shall be implemented prior to the first occupation of the residential and apart hotel uses hereby approved and thereafter retained and maintained in situ.

Reason - In the interest of visual amenity pursuant to policy DM1 of the Manchester Core Strategy (2012).

54) Notwithstanding drawing 8353-LRW-ZZ-00-DR-A-00-175 P10 received by the City Council, as Local Planning Authority, on the 24 May 2024, prior to any above ground works details of the siting, scale and appearance electronic sliding gate shall be submitted for approval in writing by the City Council, as Local Planning Authority. The approved details shall be implemented prior to the first occupation of the residential and apart hotel uses hereby approved and thereafter retained and maintained in situ.

Reason - In the interest of visual amenity pursuant to policy DM1 of the Manchester Core Strategy (2012).

Informatives

Building Regulations 2010

This permission does not grant approval under Building Regulations.

Street Naming & Numbering Requirements

Manchester City Council is responsible for allocating street naming and numbering within Manchester for new developments or property conversions. Individuals or businesses are not permitted to allocate their own property numbers, building or street names.

If your development includes the creation of new dwellings (either new build or conversion of existing buildings), creation of new commercial properties or the subdivision of existing properties you must ensure that you request new or changes to addresses through us so they can be officially allocated and registered in accordance with the Public Health Act 1925 Sections 17-19 & Greater Manchester Act 1981 Section 22.

Failure to do this may result in difficulties for the developer/occupier when requiring services such as connections to utilities, phone lines and postal services and may delay your development.

You can apply online at the following address:

http://www.manchester.gov.uk/info/100011/roads_parking_and_transport/1988/naming_and_numbering_of_houses_buildings_streets_and_roads/2

Mining Information

The proposed development lies within an area which could be subject to current coal mining or hazards resulting from past coal mining. Please read the Standing Advice from the Coal Authority in Appendix A.

- o Any signage, wayfinding, banners or any other advertisements to be installed in and around the application site for the purpose of the promotion of the developments and routes to it may require consent under the Town and Country Planning (Control of Advertisements) (England) Regulations 2007.

- o The applicant's attention is drawn to the new procedures for crane and tall equipment notifications, please see <https://www.caa.co.uk/Commercial-industry/Airspace/Event-and-obstacle-notification/Crane-notification/>

- o It is important that any conditions or advice in this response are applied to a planning approval. Where a Planning Authority proposes to grant permission against the advice of Manchester Airport, or not attach conditions which Manchester Airport has advised, it shall notify Manchester Airport, and the Civil Aviation Authority as specified in the Town & Country Planning (Safeguarded Aerodromes, Technical Sites and Military Explosive Storage Areas) Direction 2002.

- o It is expected that all modifications / improvements to the public highway are achieved with a maximum carbon footprint of 40%. Materials used during this process must also be a minimum of 40% recycled and fully recyclable. Developers will be expected to demonstrate that these standards can be met prior to planning conditions being discharged. The developer is to agree the above with MCC's Statutory Approvals and Network Resilience Teams post planning approval and prior to construction taking place.

- o Regarding S278 agreements a deposit is required to begin an application, additional costs will be payable and are to be agreed with S278 team. A S278 is required for works to the adopted highway, minimum standard S278 technical approval timescale is between 4-6 months, TRO's can take 10-12 months. An independent 'Stage 2' Road Safety Audit will be required and the design may require changes if any issues are raised with all costs attributable to the Developer. A 'Stage 1' Road Safety Audit should be completed during the planning stage and a copy of the report (with Designer's Response) is to be made available to the Statutory Approvals Team upon request.

- o You should ensure that the proposal is discussed in full with Building Control to ensure they meet with the guidance contained in the Building Regulations for fire safety. Should it be necessary to change the development due to conflicts with Building Regulations, you should also discuss the changes with the Planning team to ensure they do not materially affect your permission.

- o Whilst the building to be demolished has been assessed as negligible risk for bats, the applicant is reminded that under the 2019 Regulations it is an offence to disturb, harm or kill bats. If a bat is found during demolition all work should cease immediately and a suitably licensed bat worker employed to assess how best to safeguard the bat(s). Natural England should also be informed.

- o The applicant is reminded that, under the Wildlife and Countryside Act 1981 as amended it is an offence to remove, damage, or destroy the nest of a wild bird, while the nest is in use or being built. Planning consent does not provide a defence against

prosecution under this act. If a bird's nest is suspected work should cease immediately and a suitably experienced ecologist employed to assess how best to safeguard the nest(s).

o MCC records highlight that the underground unnamed culvert and Corn Brook are located within proximity to the site (unnamed culvert approximately 50m to the east of the site and Corn Brook culvert approximately 30m to the southwest of the site), while our records are frequently updated to ensure the highest level of accuracy, the records cannot guarantee 100% accuracy for all culverted assets. Therefore, we would request that the applicant informs the onsite contractor to remain observant and to take the appropriate safety precautions during excavation works. If any major unknown drainage assets are found beneath the site, then further investigation works should take place to identify the asset and MCC Lead Local Flood Authority (LLFA) should be contacted immediately. Any alterations to an ordinary watercourse will require consent from MCC LLFA under Land Drainage Act 1991. The developer can apply for land drainage consent (if required) via the following link:
<https://manchester.civicapayforms.co.uk/Sales/LaunchInternet.aspx?saleform=drainage>

o All works on the adopted highway (including TROs) will need to be undertaken as part of a S278 Agreement. The applicant should also obtain agreement with Trafford Council regarding highways works/public realm works at Cornbrook Road and A56 (including the new dropped-kerbs, tactile paving, loading bay, associated TRO requirements and landscaping/trees) which will require S278 works and potential commuted sums under Trafford Council's jurisdiction. Highways also note that the submitted Stage 1 Road Safety Audit identifies three problems in the vicinity of works proposed at Cornbrook Road/A56 which will also need to be reviewed by Trafford Council.

DRAFT DECISION

Date

Notes

1. This permission refers only to that required under the Town and Country Planning Act 1990 does not include any consent or approval under any other enactment, byelaw, order or regulation.

2 If the applicant is aggrieved by the decision of the local planning authority to refuse permission or approval for the proposed development, or to grant permission or approval subject to conditions, they may appeal to the Secretary of State in accordance with Section 78(1) of the Town and Country Planning Act 1990 within six months of the date of the notice of the decision.

The Planning Inspectorate have introduced an online appeals service that can be used to make appeals online. This service is available through the gov.uk website – www.gov.uk/appeal-planning-decision The Inspectorate will publish details of your appeal on the internet. Alternatively If you are unable to access the online appeal form, please contact the Planning Inspectorate to obtain a paper copy of the appeal form on tel: 0303 444 5000.

The Secretary of State has power to allow a longer period for the giving of a notice of appeal but they will not normally be prepared to exercise this power unless there are special circumstances that excuse the delay in giving notice of appeal.

If you intend to submit an appeal that you would like examined by inquiry then you must notify the City Council (planning@manchester.gov.uk) and the Planning Inspectorate (inquiryappeals@planninginspectorate.gov.uk) at least 10 days before submitting the appeal. Further details are on GOV.UK.

3. The statutory requirements are those set out in Section 79(6) of the Town and Country Planning Act 1990, namely Sections 70(1) and 72(1) of the Act.

4. If either the local planning authority or the Secretary of State refuses permission to develop land or grants it subject to conditions, the owner may claim that they can neither put the land to a reasonably beneficial use in its existing state nor render the land capable of a reasonably beneficial use by the carrying out of any development which has been or would be permitted.

In these circumstances, the owner may serve a purchase notice on the Council in whose area the land is situated. This notice will require the Council to purchase his interest in the land in accordance with the provisions of Part VI of the Town and Country Planning Act 1990

5. In certain circumstances, a claim may be made against the local planning authority for compensation, where permission is refused or granted subject to conditions by the Secretary of State on appeal or on a reference of the application to them. The circumstances in which such compensation is payable are set out in Section 114 of the Town and Country Planning Act 1990.

Appendix A



The Coal Authority

STANDING ADVICE - DEVELOPMENT LOW RISK AREA

The proposed development lies within a coal mining area which may contain unrecorded coal mining related hazards. If any coal mining feature is encountered during development, this should be reported immediately to the Coal Authority on 0345 762 6848.

Further information is also available on the Coal Authority website at:
www.gov.uk/government/organisations/the-coal-authority

Standing Advice valid from 1st January 2023 until 31st December 2024

SCHEDULE 3

THE OWNER'S GENERAL COVENANTS

The Owner hereby covenants with the Council as follows

- 1 To notify the Council in writing,
 - 1 1 within five (5) Working Days of Commencement of Development that development has Commenced,
 - 1 2 within 5 (five) Working Days of the date of Completion of Construction of 75% of the Units, and

VIABILITY REVIEW AT CALCULATION DATE AND VIABILITY PAYMENT

- 2 Within ten (10) Working Days of the Calculation Date to provide a copy of the Viability Appraisal in order that the Council may instruct a Chartered Surveyor to review the Viability Appraisal and advise the Council on its contents and conclusion
- 3 Within sixty (60) Working Days of its receipt of the Viability Appraisal the Council shall give written notice to the Owner either -
 - 3 1 Stating that it accepts the Viability Appraisal or
 - 3 2 Correcting or challenging any of the amounts or conclusions included in the Viability Appraisal and giving details of the disputed amounts or conclusions
- 4 In the event that the Council shall have served a notice on the Owner pursuant to paragraph 3 2 of this Schedule 3 the Owner and the Council shall use reasonable endeavours to reach agreement in respect of the Viability Appraisal but if the Owner and the Council shall have failed to agree the Viability Appraisal within twenty-eight (28) Working Days of the notice served by the Council pursuant to paragraph 3 2 of this Schedule 3, then the matter in dispute shall be referred to the Chartered Surveyor, in accordance with the provisions of Clause 7 with the Chartered Surveyor being requested that he/she should as soon as practicable issue a written determination as to the matter in dispute and a written determination of the correct Viability Appraisal, which both Parties agree will be final and binding upon them (save in respect of manifest error),
- 5 The Viability Appraisal not by way of limitation shall include and confirm
 - 5 1 the GDV and NDV,
 - 5 2 the Costs,
 - 5 3 the Gross Margin, and,
 - 5 4 the Viability Payment, if any
- 6 Viability Payment

6 1 On or before the Viability Payment Deadline to pay to the Council the Viability Payment (if any) PROVIDED ALWAYS that the Viability Payment does not exceed the Maximum Contribution,

6 2 In the event that the information contained in the Viability Appraisal (as agreed by the Council or determined pursuant to paragraph 4 of this Schedule 3) shows that a Viability Payment is not due then it is agreed by the Council that the Viability Payment shall not be payable although the Viability Assessment Fee shall still be due,

6 3 If a Viability Payment is due then from the Viability Payment Deadline to cease further Occupation nor permit or allow further Occupation of the Units and Commercial Units until payment of the Viability Payment has been received by the Council

7 Improvement Works

7 1 If a planning application for the redevelopment of the Vacant Land has not been approved and implemented prior to first Occupation of the Development to carry out the Improvement Works on the Vacant Land within 28 (twenty-eight) Working Days of this date

SCHEDULE 4

The COUNCIL'S COVENANTS

The Council hereby covenants with the Owner as follows

- 1 To use any Viability Payment towards the provision of Affordable Housing within the Administrative Boundaries of Manchester and for no other purpose
- 2 At the written request of the Owner to provide written confirmation of the discharge of the obligations contained in this Agreement when satisfied that such obligations have been performed within twenty (20) Working Days of receipt of the request
- 3 The Council shall provide written details of any expenditure incurred by the Council using the Viability Payment within 20 Working Days of a written request to do so from the party/person who made the payment to the Council
- 4 To repay to the paying party such sum or sums remaining from the Viability Payment as have not been expended in accordance with paragraph 1 of this Schedule (excluding any such sums in respect of which though not yet expended the Council has contractually committed to expend) within ten (10) years of the date of receipt by the Council
- 5 To issue the Planning Permission within two (2) Working Days of the date hereof

SCHEDULE 5

VIABILITY TEMPLATE

Land At Cornbrook Road, Manchester

Gross Development Value (GDV) £

Net Development Value (NDV) £

Permitted Profit Level – based upon 20% of GDV of Open Market Value	£
All in build cost – Includes (but not limited to) - house build (superstructure), plot costs (incl substructure), infrastructure, overheads and prelims, operating costs, sales incentives	£
Schedule of abnormals TBA	£
Contingency on build costs and abnormals TBA	£
Professional fees on build costs and abnormals TBA	£
Sales and marketing costs TBA	£
Section 106 payments TBA	£
Finance cost of TBA	£
Interest cost on deposits - TBA	£
Tax relief - TBA	£
Agreed land value (The Lower of 1) Benchmark Land Value set at planning consent stage of £XX or 2) Actual land value – to be evidenced)	£
Agreed Stamp Duty - TBA	
Commercial letting agent and legal fees 10% and 5% of commercial estimated rental value	
Investment sales agent & legal fees 1% of GDV	
TOTAL COSTS (Costs)	
Gross Margin equals GDV - Costs	
Gross Margin minus Permitted Profit Level	
VIABILITY PAYMENT – equating Gross Margin minus Permitted Profit Level	

NB –The sum of any Viability Payment shall not exceed the Maximum Contribution

The Headings in the Viability Template are not exhaustive

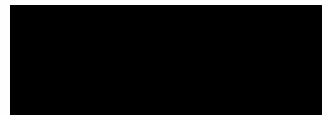
THE COMMON SEAL of THE COUNCIL OF THE
CITY OF MANCHESTER was hereunto affixed in
pursuance of an Order of the Council of the said City:



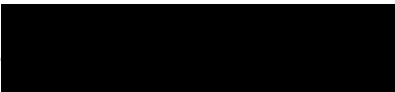
AUTHORISED SIGNATORY

01125472

EXECUTED as a Deed (but not delivered)
until the date hereof) by the said)
PEEL L&P DEVELOPMENTS LIMITED)
acting by *Matthew Colton* , a director)
in the presence of the witness named below:)



Director

Witness signature: 

Name of Witness: *CARA SCHOFFELE*

Address: 

Occupation: *ADMINISTRATOR*

EXECUTED as a Deed (but not delivered)

until the date hereof) by *FRASER McLEISH*)

ASSOCIATE DIRECTOR, as attorney for)

LLOYDS BANK PLC)

in the presence of the witness named below)

Witness signature:

Name of Witness: *MICHAEL SPENCE*

Address.

Occupation.

MANAGER